

# **THE NATIONAL TRAILS SYSTEM**

## **MEMORANDUM OF UNDERSTANDING**

**06-SU-11132424-196**

among the

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT,  
NATIONAL PARK SERVICE,  
UNITED STATES FISH AND WILDLIFE SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

UNITED STATES DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS

and the

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

This memorandum of understanding (MOU) is entered into by the United States Department of the Interior, Bureau of Land Management (BLM), National Park Service (NPS), and United States Fish and Wildlife Service (FWS); the United States Department of Agriculture, Forest Service (FS); the United States Department of the Army, United States Army Corps of Engineers (Corps); and the United States Department of Transportation, Federal Highway Administration (FHWA), collectively, “the Agencies.

### **I. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

The National Trails System Act of 1968, as amended, (the Act) establishes four types of national trails: National Scenic, National Historic, National Recreation, and connecting and side trails. The network of National Historic and National Scenic Trails commemorates America’s rich natural and cultural heritage. Many of these trails represent a mosaic of partnerships among

citizens, landowners, trail users, and public agencies at the national, tribal, State, county, and local levels.

This MOU applies to National Scenic and National Historic Trails because they are congressionally designated, are typically interstate, and cross lands under multiple Federal jurisdictions. In addition, this MOU applies to National Recreation Trails (NRTs) because they are governed by the same authorities and because all the Agencies manage NRTs. For purposes of this MOU, National Scenic, National Historic, and National Recreation Trails shall be referred to collectively as “National Trails.”

Since passage of the Act, BLM, NPS, and the FS have become administrators of one or more national trails. These agencies shall be referred to collectively in this MOU as “the National Trails agencies.” In addition, BLM, NPS, FS, FWS, and the Corps also manage many of the sites and segments along the National Trails and operate dozens of NRTs. Federal transportation funds, administered by the States through FHWA, are a major funding source for trails and trail-related projects through Federal surface transportation funding programs.

This MOU builds on two previous interagency MOUs: the *Service-Wide Memorandum of Understanding for Cooperative Management and Administration of National Historic Trails between the U.S. Department of the Interior, Bureau of Land Management and National Park Service, and the U.S. Department of Agriculture, Forest Service*, spanning 1995-2000, and the five-year *Memorandum of Understanding for the Administration and Management of National Historic and Scenic Trails* signed by BLM, NPS, FS, FHWA, and the National Endowment for the Arts.

Representatives of the agencies meet regularly as part of the Federal Interagency Council on Trails (the Council), a group chartered by the Secretaries of the Interior and Agriculture in 1969. The Council is the primary forum where actions related to this MOU will be carried out and where reports concerning accomplishments related to the MOU will be issued.

## **II. AUTHORITIES**

This MOU is entered into under the National Trails System Act of October 2, 1968 (16 U.S.C. 1241-51) as amended, the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*) as amended, the Department of Transportation General Duties and Powers Act (49 U.S.C. 301 *et seq.*), the Intergovernmental Personnel Act (5 USC 3371-3375), and the Government Performance and Results Act of 1993 (GPRA) (31 U.S.C. 1101 *et seq.*). This MOU also implements Executive Order 13195, “Trails for America in the 21<sup>st</sup> Century,” signed January 18, 2001.

## **III. PURPOSES AND PRINCIPLES**

This MOU encourages long-term interagency coordination and cooperation under the authorities of the Act to enhance visitor satisfaction, to coordinate trailwide administration and site-specific management, to protect resources, to promote cultural values, to foster cooperative relationships, to share technical expertise, and to fund lands and resources associated with the National Trails. In implementing this MOU, the Agencies shall emphasize quality public service and efficient and effective expenditure of funds. To achieve these goals, the Agencies shall adhere to the following principles:

#### **A. Administration of National Trails**

Either the Secretary of the Interior or the Secretary of Agriculture, as designated by Congress, assigns the administration of each National Trail to one (occasionally two) National Trails agencies. Subject to available funding, these National Trails agencies exercise trailwide responsibilities under the Act and the enabling legislation for that specific trail. These responsibilities include coordination with planning, oversight of trail site and segment development, development of trail maintenance standards, trail marking, trail segment certification, resource protection, trailwide resource inventories and mapping (often using geographic information system or GIS), interpretation, cooperative and interagency agreements, and financial assistance to other cooperating government agencies, landowners, interest groups, and individuals.

#### **B. Management of Trail Sites and Segments**

Many government entities and private groups and individuals own and/or manage lands along each National Trail. Management responsibilities of these landowners or land managers often include inventorying resources and mapping (including GIS and data automation), planning and development of trail segments and sites along the trails, compliance, mitigation of resource damage, provision of appropriate public access, interpretation, trail maintenance, trail marking, resource and viewshed protection, and management of visitor use.

#### **C. Cooperation and Partnerships**

Cooperation improves the administration and management of National Trails and their associated resources, enhances public service, and minimizes duplication of efforts. The Agencies recognize the critical role of private organizations, tribal governments, state and local governments, and private landowners who cooperate in many aspects of National Trail administration, management, and funding. Written agreements — such as cooperative agreements, assistance agreements, partnership agreements, etc. — are good ways to formalize these trail partnerships. In addition, the Agencies will engage other Federal partners as needed to broaden Federal support for the components of the National Trails System.

#### **D. Recreational Opportunities and Visitor Satisfaction**

The agencies shall strive to provide visitors to National Trails with opportunities for an enjoyable and memorable trail experience. The agencies shall work together to ensure that their jurisdictional boundaries are not viewed as impediments to quality recreational opportunities and services. National Trails serve communities best when they integrate recreational, health, environmental, cultural, economic, and transportation objectives.

#### **E. Enhancement of Cultural Values**

The Agencies seek to promote and strengthen the cultural values of the National Trails. Each

National Trail has meaning for specific populations as well as to all Americans. The National Trails are invaluable showcases for the rich diversity of America's cultural heritage.

#### **F. Funding**

Each National Trails agency has its own budget or funding system for administering and managing National Trails. Within the limits of their respective authorities, the National Trails agencies shall coordinate requests for and obligation of funds related to the National Trails System to eliminate duplication of effort and increase effectiveness. To the extent feasible and appropriate, the National Trails agencies shall assist each other in carrying out specific projects relating to National Trails.

### **IV. SPECIFIC TASKS**

To the extent appropriate and feasible, the Agencies shall carry out together the following tasks in the areas of policy formulation, planning, budget coordination, staff exchanges, and interagency data standards.

- 1.** The agencies shall regularly attend Council meetings to discuss, coordinate, and develop policy, budget, and other matters pertaining to the National Trails System and this MOU. Encourage field staff to attend these meetings as appropriate. As part of the Council, the agencies shall mutually issue an annual report on the accomplishments achieved under this MOU. As relevant, the agencies shall participate in the National Recreation Trail Roundtable.
- 2.** The National Trails agencies shall compile appropriate trail policy statements and determine whether they provide for uniform and coherent practices across agency boundaries. They shall formulate, as needed, additional policies or policy revisions to provide uniform implementation of the Act across jurisdictions.
- 3.** The agencies shall participate in statewide, metropolitan, local, and project planning to the extent that these planning efforts affect agency responsibilities for National Trails.
- 4.** The agencies shall coordinate National Trail plans with regional, State, district, regional, park, forest, and metropolitan area plans that include segments of National Trails.
- 5.** The National Trails agencies shall prepare and implement trail corridor, local management, and other plans related to the National Trails System to ensure top quality visitor experiences and to protect trail resources and to preserve trail rights-of-way. They shall coordinate planning and management for National Trails with each other and with owners and managers of land along National Trails.
- 6.** In conducting planning and management activities for other programs, the Agencies shall consider potential impacts to National Trails and disclose that consideration as appropriate pursuant to the National Environmental Policy Act and the National Historic Preservation Act.
- 7.** The Agencies together shall foster interagency trail training with partners and others.

**8.** The Agencies shall support national meetings, publications, and websites that promote the National Trails System, its components, its partners, its authorities, and its values.

**9.** Where waterways associated with the Corps substantially overlap waterborne segments of a National Trail, the Corps shall strive to protect trail resources and to support the purposes and principles of this MOU.

**10.** As funds allow, the Agencies shall develop coordinated and standardized interagency data sets, mapping, and GIS for National Trails, incorporating the Interagency Trail Data Standards (ITDS) and adhering to the metadata standards of the Federal Geographic Data Committee.

**11.** The Agencies shall collect and manage data to identify conservation and protection opportunities and to prevent adverse impacts from development projects. They shall locate all components of the National Trails System on appropriate maps.

**12.** The Agencies shall provide updated information about NRTs to the National Registry of Trails in order to supply the general public with accurate information about each NRT.

In addition, as appropriate and feasible, the National Trails agencies shall:

**13.** Formulate a unified set of administrative policies as needed, to interpret the Act concerning resource protection, trail development and maintenance, use of trail markers and logos, site and segment certification, visitor centers, interpretation, promotion, and the identity of National Trails within agency structures.

**14.** Establish a contact for each National Trail and maintain a list of National Trail management offices and administrators. Identify personnel at all levels of each agency who work with National Trails. Provide the services of these individuals, including interagency crews and contractors, to cooperatively implement the terms of this MOU in such fields as resource identification, cartography, history, archeology, environmental compliance, and interpretation.

**15.** Gather the National Trail administrators together at an annual meeting to discuss issues related to the implementation of this MOU and other mutual business.

**16.** Execute supplemental and trail-specific interagency agreements to implement this MOU.

**17.** Cooperate in planning and conducting environmental analysis and meeting other legal compliance requirements associated with the planning and managing National Trails.

**18.** Encourage regularly scheduled meetings for each National Trail to enhance communications and cooperation. These meetings should involve National Trail administrators and cooperators, site and segment managers, nonprofit partners, landowners, state agencies, and others concerned with the Trail.

**19.** Coordinate trail administration and management staff to take maximum advantage of each agency's programs and expertise.

**20.** Coordinate with each other to maximize public benefits; to avoid duplication of effort and public misunderstanding; to prevent adverse impacts to National Trail resources and visitor experiences; and to ensure that interagency actions affecting National Trails are consistent with the Act and with National Trail System development and conservation efforts.

**21.** Conduct collaborative planning efforts affecting National Trails. Each agency with administrative responsibility for a specific National Trail will arrange for trailwide plans in conjunction with other agencies and jurisdictions that have on-the-ground management and planning responsibilities.

**22.** Enhance administration and management of National Trails through local and statewide agreements, land use authorizations and permits, regulations, resource management, protection and development projects, interpretive services, trail marking, site-specific planning, and law enforcement. Each trail administrator may assist landowners, as permitted by statutory authority in accomplishing these management responsibilities through subsequent funding agreements.

**23.** Encourage innovative implementation of the purposes and work elements of this MOU, to the extent resources and authorities permit.

**24.** Develop and encourage the use on every National Trail of a unified tracking system, including statistical and descriptive items for trail-specific and systemwide factors that can be used to report on the achievement of GPRA goals. When possible, use ITDS in the tracking system. This data will be reported annually to agency heads and departmental secretaries of the signatories to this MOU.

## **V. TERMS OF AGREEMENT**

### **A. Effective Date**

This MOU is executed as of the date of the last signature shown below and shall be in effect for a period not to exceed 10 years, at which time it will be subject to review, renewal, revision, or expiration. However, at the end of five years, the parties to this MOU will conduct an interim review of its language, tasks, and direction and make any necessary corrections as mutually agreeable.

### **B. Modifications**

Modifications to this MOU shall be made in writing and shall be signed and dated by the agencies.

### **C. Additional**

Additional Federal agencies may be added to this MOU with the concurrence of all the agencies. Concurrence may be given in writing, including e-mail, or by vote of the parties at a meeting. The addition of a Federal agency shall be effected by attaching to the MOU a page with the agency representative's dated signature.

## **D. Termination**

Any agency may withdraw from this MOU after 60 days written notice to the other agencies.

## **VI. PRINCIPAL CONTACTS**

The principal contacts for this MOU are:

### **NPS:**

Steve Elkinton, Program Leader, National Trails System

#### **Address:**

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### **BLM:**

Deborah Salt, National Trails Coordinator

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Jonathan Stephens, Program Manager for Trails

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**VII. SPECIAL PROVISIONS**

**A. Non-Fund Obligating Document.** This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of the MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.



**B. No Member of Congress to Benefit.** Pursuant to the *United States Code*, Title 41, Section 22, no member of Congress shall be admitted to any share or part of this MOU, or any benefits that may arise therefrom.

**C. Participation in Similar Activities.** This MOU in no way restricts any signatory from participating in similar activities with other public or private agencies, organizations, and individuals.

**D. Responsibilities to the Act.** Nothing in this MOU abrogates the accountability of the Trail Agencies and FHWA from achieving the purposes of the Act. In addition, nothing in this MOU abrogates the responsibility of any Federal land managing agency to manage its trail resources according to the laws, rules, and regulations providing its management authority over such lands.

**E. Nondiscrimination.** During the performance of this MOU, the parties agree to abide by the terms of Executive Order 11264\* on nondiscrimination and will not discriminate against any person because of race, color, age, religion, disability, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, age, religion, disability, sex, or national origin. (\*FOOTNOTE: This should be Executive Order 11246. See <http://www.dol.gov/esa/regs/statutes/ofccp/eo11246.htm>)

**F. Conduct of Activities.** The agencies shall handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this MOU. In implementing this MOU, each agency will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds.

**G. Existing Authority.** Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.

**H. No Enforceable Rights.** This MOU does not create any substantive or procedural right that is enforceable at law or equity against the United States or its officers, agents, and employees.

**AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

**IX. APPROVALS\*\*** (\*\*FOOTNOTE: This should be section VIII.)

\_\_\_\_\_/signed/\_\_\_\_\_  
Kathleen Clarke, Director  
Bureau of Land Management

\_2/2/06\_  
Date

\_\_\_\_\_/signed/\_\_\_\_\_  
Fran Mainella, Director  
National Park Service

\_12/22/05\_  
Date

\_\_\_\_\_/signed/\_\_\_\_\_  
Dale Hall  
Chief, Fish and Wildlife Service

\_2/14/06\_  
Date

\_\_\_\_\_/signed/\_\_\_\_\_  
Dale N. Bosworth, Chief  
Forest Service

\_8/24/06\_  
Date

\_\_\_\_\_/signed/\_\_\_\_\_  
LTG Carl A. Strock, Commander  
U.S. Army Corps of Engineers

\_12/19/06\_  
Date

\_\_\_\_\_/signed/\_\_\_\_\_  
J. Richard Capka, Administrator  
Federal Highway Administration

\_10/3/06\_  
Date